

MEMORANDUM OF AGREEMENT

BETWEEN:

**VANCOUVER POLICE BOARD ("VPB")
AS REPRESENTED BY THE CHIEF CONSTABLE OF THE VANCOUVER POLICE
DEPARTMENT ("VPD")**

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA
AS REPRESENTED BY THE ROYAL CANADIAN MOUNTED POLICE
("RCMP")**

**Regarding Deployment of VPD Police Officers to Assist the RCMP
in Policing the Freedom Convoy Canada Unity Rally in Ottawa**

WHEREAS on January 28, 2022, the Freedom Convoy Canada Unity ("Rally") arrived in Ottawa, Ontario and remains ongoing;

AND WHEREAS Ottawa Police Service ("OPS") remains the police of jurisdiction in Ottawa;

AND WHEREAS the RCMP is currently, pursuant to a Memorandum of Agreement dated February 10, 2022, assisting OPS in policing the Rally in Ottawa;

AND WHEREAS the Governor in Council declared a public order emergency under the *Emergencies Act* on February 14, 2022;

AND WHEREAS the Governor in Council issued the *Emergency Measures Regulations*, SOR/2022-0021, on February 15, 2022;

AND WHEREAS the VPD and the RCMP wish to enter into an agreement whereby the VPD second officers to the RCMP to support the RCMP in assisting OPS and enforcing the *Emergency Measures Regulations* in Ottawa;

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS

- 1.1 "City of Ottawa" or "Ottawa" means the geographical area of the municipality of Ottawa;
- 1.2 "Incident Commander (OPS)" means the OPS officer who has overall operational control of the Rally;
- 1.3 "Incident Commander (RCMP)" means the RCMP officer who has operational control of the RCMP's protective mandate;

- 1.4 **“Integrated Public Affairs Team”** means a team of communication and media professionals representing the police services involved in the integrated planning for the Rally whose purpose is to ensure accurate, timely, consistent, and transparent messaging through various mediums to the public;
- 1.5 **“Memorandum of Agreement” or “MOA”** means this legally binding agreement between the VPD, and the RCMP relating to the secondment and deployment of members of the VPD to assist the RCMP with the Rally;
- 1.6 **“Overtime”** means time continuously spent on duty of at least 30 minutes’ duration beyond a member’s normal hours of duty on any shift and shall be calculated to the nearest hour or half hour, or otherwise as defined in the collective agreement of the RCMP;
- 1.7 **“Party”** means the VPD or the RCMP;
- 1.8 **“Receipt”** means an original receipt and does not include a copy;
- 1.9 **“Seconded”** means the VPD police officer deployed to assist the RCMP in Ottawa during the Rally under this MOA; and
- 1.10 **“Services”** means the services of the VPD in assisting the RCMP in Ottawa during the Rally, any counter-rally, or in any context related thereto occurring in Ottawa.

2 AUTHORITY

- 2.1 This MOA is entered into by the Deputy Commissioner of the RCMP under the authority of section 5 of the *RCMP Act* and the *Ministerial Directive on RCMP Agreements*.
- 2.2 This MOA is entered into by the Chief Constable of the VPD under the authority of sections 26 and 34 of British Columbia’s *Police Act*.

3 RESPONSIBILITIES OF THE VPD

- 3.1 The VPD agrees to deploy to Ottawa the VPD police officers listed by name and rank and position in Appendix “A”.
- 3.2 The initial deployment is for 21 police officers; however, the VPD and RCMP Representatives or their delegates may agree in writing to vary the total number and listing of officers in Appendix “A” at any time, as provided for below, without formally amending the MOA.
- 3.3 The VPD will ensure that the VPD officers deployed to provide Services under this MOA will provide receipts for all related costs and provide same to the RCMP to the level of detail required by the RCMP.
- 3.4 The VPD members will follow directives issued by the RCMP concerning deployment.

- 3.5 The VPD members will familiarize themselves with, and be knowledgeable of operational plans provided by RCMP and/or OPS.
- 3.6 The VPD will provide and attach to this MOA as Appendix "B", an inventory of police officer munitions. Appendix "B" may be updated on agreement in writing by the VPD and RCMP Representatives or their delegates at any time, as provided for below, without formally amending the MOA.
- 3.7 The VPD will ensure that all firearms are legally stored while in Ottawa, in accordance with RCMP policy and all applicable legislation.
- 3.8 The VPD will ensure that VPD officers in the provision of Services produce to the RCMP, at the conclusion of the Services, copies of any and all event-generated notes, reports or other documentation. The RCMP shall archive all notes, reports or other documentation referred to above in accordance with RCMP policy.
- 3.9 The information collected by the Parties under this MOA will be maintained and disclosed in accordance with the law that applies to record retention and personal information. In the case of the RCMP, this includes the *Privacy Act*, the *Access to Information Act* and the Treasury Board's *Policy on Government Security*; and in the case of the VPD, this includes the *Freedom of Information and Protection of Privacy Act*.
- 3.10 All records containing information collected by, provided to, compiled by or otherwise obtaining by or coming into the possession of VPD officers seconded under this MOA, in the course of the operation of this MOA, are understood by the Parties to be in the custody and under the control of the RCMP for the purposes of responding to requests for such records as may be received pursuant to access to information legislation.
- 3.11 Notwithstanding the above, at any time, at the request of a senior VPD Officer, the RCMP shall allow that officer access to the records described above, to the extent required by the VPD for operational or administrative reasons.

4 RESPONSIBILITIES OF THE SECONDEE

- 4.1 The Seconded shall remain a member of the VPD during the secondment, and shall continue to be entitled to their regular rate of pay and be eligible for applicable work-related benefits, including promotional opportunities and work-related insurance programs.
- 4.2 The Seconded shall neither become a member nor an employee of the RCMP or Canada, and will return to duty with the VPD at the end of the secondment.
- 4.3 The Seconded shall accept an appointment as a supernumerary special constable under the *RCMP Act* designated with peace officer powers thereunder. Nothing in this agreement limits the right of the RCMP to revoke the appointment at any time.

- 4.4 The Seconded shall carry out all the duties necessary to achieve the objectives of this MOA, in accordance with applicable Government of Canada and RCMP policies and procedures.
- 4.5 The Seconded shall:
- a) keep confidential, at all times, any information and/or documents that are classified and/or confidential and/or contain personal information disclosed pursuant to this MOA;
 - b) only disclose such information and/or documents for purposes of carrying out their duties;
 - c) return such documents to the RCMP at the end of their secondment; and
 - d) not disclose such information and/or documents to any person or organization, except with the express prior written consent of the RCMP, or unless required by law. The Seconded shall, where possible, provide notice to the RCMP before any such disclosure required by law.
- 4.6 All Secondeds at all time during deployment will identify themselves to the public as members of the VPD.
- 4.7 Public complaints against the Seconded remain governed by BC's *Police Act*.
- 4.8 By signing Appendix "C", the Seconded accepts their deployment to Ottawa to assist the RCMP pursuant to the terms of this MOA.

5 RESPONSIBILITIES OF THE RCMP

- 5.1 The RCMP will provide a copy of any operational plans to the VPD officers.
- 5.2 The RCMP will provide Rally site familiarization and orientation for VPD officers.
- 5.3 The RCMP will provide for Secondeds to be appointed as supernumerary special constables with peace officer powers under the *Royal Canadian Mounted Police Act* for the purpose of carrying out their duties under this MOA.
- 5.4 The RCMP will schedule briefings for all VPD officers as to any developments with an operational implication.
- 5.5 The RCMP will provide information and updates to the VPD in a timely manner.
- 5.6 The RCMP will arrange for the provision of emergency medical services required by VPD officers during the provision of Services.

6 TERM AND TERMINATION

- 6.1 This MOA comes into effect on February 16, 2022, regardless of the date of its execution, and, unless terminated earlier, continues in full force and effect until the Rally and any related protests ends and the Parties agree the Services are no longer necessary.
- 6.2 This MOA is subject to termination by either Party at any time in writing.

7 EXPENSES

- 7.1 The VPD shall remain responsible to pay the Seconded their regular rate of pay including all overtime. The VPD shall continue, during the secondment, to provide the Seconded with applicable work-related benefits, and pay its contributions and retain the Seconded's contributions to the applicable work-related benefits, including those related to health, disability, life insurance, accidental death and dismemberment, and pension
- 7.2 The RCMP will reimburse the VPD for any justifiable and reasonable expenses associated with the Services provided. For greater certainty, the RCMP will, subject to all terms in this MOA, provide reimbursement for the following:
- a) meals while in transit;
 - b) travel;
 - c) accommodations;
 - d) fuel;
 - e) equipment and vehicle rentals;
 - f) salary;
 - g) claimed overtime;
 - h) benefits; and
 - i) supplies.
- 7.2.1 For greater certainty, the VPD will provide the RCMP with a proposed list of all anticipated expenses that will be incurred by the VPD. The proposed list of expenses will be submitted to the RCMP prior to March 31, 2022.
- 7.2.2 Any extraordinary expenses or equipment or supply purchases to be claimed by the VPD will require preapproval by the RCMP. "Extraordinary expenses" are those expenses that are beyond the reasonable and regular costs associated with the Services provided.

- 7.3 The VPD will invoice the RCMP, and the RCMP will pay the VPD, on a cost recovery basis, for salaries (including overtime expenditures as a result of unavoidable staffing backfills), benefits, and expenses.
- 7.4 The VPD shall invoice the RCMP no later than 2 months after the public order emergency expires or is revoked by forwarding invoices to: Gail Blondin, Manager Finance & Administrative Services, National Division; Gail.Blondin@rcmp-grc.gc.ca.
- 7.5 Invoices will be supported by a report setting out costs attributable to each deployed officer including the following details:
- a) deployed person's full name, rank, and police identification number;
 - b) deployment dates;
 - c) hours worked as approved and confirmed by the RCMP;
 - d) the cost of salary derived from regular hours the officer would have worked at their home unit during the deployment period;
 - e) the cost of overtime and extra pay entitlements, as evidenced by appropriate calculations and documents (applicable pay rate, overtime rate, extra pay rates, applicable pay and benefits schedules, certified home unit schedules, and records necessary to verify unavoidable staffing backfill for Seconded);
 - f) itemized peripheral expenditures supported by receipts and authorizing documentation as required by sections 7.2.2, 8.1.1, 8.1.2, and 8.1.3; and
 - g) VPD clerical/administrative contact person's name and telephone number (to provide for quick resolution of questions/issues).
- 7.6 The VPD understands and agrees that the RCMP may seek reimbursement from OPS for any reimbursement paid to VPD under this MOA. Therefore, the VPD agrees that this MOA as well as any relevant records regarding reimbursements paid to VPD may be shared with OPS for that limited purpose. For clarification, the RCMP's reimbursement obligations to VPD remain unchanged by any separate agreement between RCMP and OPS or the latter's failure to reimburse the RCMP.

8 TRAVEL AND ACCOMMODATION

- 8.1 The RCMP will provide the following items and make the following arrangements:
- 8.1.1 Travel: Air transportation from Vancouver to Ottawa and returning thereto, as well as vehicle transportation while in Ottawa.
 - 8.1.2 Meals: The RCMP will be responsible for making arrangements to ensure meals are provided to VPD officers who are in the City of Ottawa and providing the Services as set out under this MOA. If a VPD officer does not receive a meal as

entitled under this section, the RCMP will be responsible for any costs, supported by receipts or applicable per diem rates, that the VPD incurs as a result.

8.1.3 Accommodations: While in the City of Ottawa, accommodations will be provided to the VPD officers, at the cost of the RCMP, at a facility predetermined by the RCMP.

8.2 Expenses are only reimbursable to the extent they are in accordance with the Treasury Board of Canada Secretariat/National Joint Council Travel Directive and allowance rates (www.njc-cnm.gc.ca/s3/en) in effect at the time of the deployment.

8.3 The RCMP will not be responsible for any increase in costs related to a VPD officer traveling to or from Ottawa where such increase in cost is attributable to the VPD officer for reasons not directly related to the provision of Services as set out in this MOA.

9 WORKPLACE HEALTH AND SAFETY

9.1 The VPD and/or the VPB will remain responsible for administering and paying (without reimbursement under this MOA) for any and all claims related to any injury, disability, or death that may befall the Seconded during the secondment, including costs related to workers' compensation, regardless of who was designated responsible.

9.2 The Seconded shall provide both the VPD and the RCMP with notice forthwith of any employment-related injuries arising from the secondment for which they are seeking compensation.

10 LEGAL PROCEEDINGS AND INDEMNIFICATION

10.1 Each of the VPD, VPB and the RCMP will provide notice of any tribunal or legal proceedings, including without limitation criminal or civil proceedings, Coroner's inquests, or Board or Commission of Inquiry, which may impact upon the other Party or its members.

10.2 The Parties agree to co-operate to the extent possible in any such proceeding.

10.3 All direct costs incurred by a VPD officer arising from duties associated with the Rally with respect to a tribunal or legal proceeding, including without limitation criminal or civil proceedings, Coroner's inquests, or Board or Commission of Inquiry, shall be borne by the RCMP, including reimbursement for legal costs including without limitation costs for representation, unless the costs arise from willful misconduct or criminal conduct of a member of the VPD.

10.4 The RCMP will indemnify the Seconded, the VPD, VPB, the City of Vancouver, and all of their employees for and against all damages, costs, disbursements, interests, losses, or expenses incurred as a result of third-party claims (including cross claims and counter claims), demands, causes of action, actions, proceedings, or inquiries arising from, or caused by, the conduct of the Seconded while carrying out their duties

under this MOA, provided that the Seconded acted in good faith, did not act against the interests of the RCMP, and acted within the scope of their duties or course of employment.

11 COMMAND AND CONTROL REPORTING

- 11.1 Operational commands will be issued to the deployed VPD officers through the Incident Commander (OPS) and/or Incident Commander (RCMP).
- 11.2 The RCMP will provide the VPD with any applicable operational plan, major event policy, and public order unit policy prior to the deployment.
- 11.3 An RCMP senior officer will be identified to liaise with the deployed VPD senior officer for administrative issues affecting the VPD.
- 11.4 The deployment of the VPD officers will be determined by the RCMP. Once deployed, the VPD senior officer will be responsible for the control and direction of VPD officers.
- 11.5 Operational issues or concerns affecting the VPD officers shall be communicated as soon as possible through the appropriate Incident Commander.

12 TRAINED PERSONNEL

- 12.1 Only VPD officers who are in compliance with any training required for deployment and use of force shall be seconded by VPD to RCMP for deployment under this MOA.

13 MEDIA RELATIONS

- 13.1 Media relations involving the Rally will be the responsibility of the Rally Integrated Public Affairs Team. In the event of specific requests for media access made to the VPD, the VPD agrees to consult with the Integrated Public Affairs Team.

14 NOTICES

- 14.1 Notices under this MOA shall be in writing and sent by personal delivery or electronic mail ("email").
- 14.2 Notices by personal delivery or email shall be deemed to have been received at the time of delivery or transmission.
- 14.3 Notices to the Parties shall be sent to the following addresses:

Royal Canadian Mounted Police
Deputy Commissioner, Federal Policing
Michael Duheme
73 Leikin Drive
Ottawa, ON K1A 0R2
Email: Michael.Duheme@rcmp-grc.gc.ca

Vancouver Police Department and Vancouver Police Board
Chief Constable Adam Palmer
2120 Cambie St.
Vancouver, BC V5Z 4N6
Email: adam.palmer@vpd.ca

The Parties may designate in writing to each other a change of address at any time.

15 REPRESENTATIVES

- 15.1 The RCMP Representative for responding to requests is Deputy Commissioner, Federal Policing Michael Duheme, or his delegate.
- 15.2 The VPD Representative for responding to requests is Chief Constable Adam Palmer, or his delegate.
- 15.3 Each Party may designate a different representative or delegate by written notice to the other Party.

16 AMENDMENTS

- 16.1 This MOA may be amended in writing on consent of the Parties.
- 16.2 Appendix "A" and Appendix "B" may be revised at any time during the term of the MOA, and requires only the consent of the RCMP and VPD Representative or their delegates. Revised copies of Appendix "A" and "B" will be distributed for the Parties' records.

17 GOVERNING LAW

- 17.1 This MOA and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws applicable therein. The Parties agree that the Courts of British Columbia have jurisdiction to entertain any action or other legal proceedings based on any provision of this MOA.
- 17.2 Nothing in this MOA shall be construed as replacing or amending any obligation to which the Parties are bound or required to perform by law.

18 DISPUTE RESOLUTION

- 18.1 The Parties are committed to working together in a cooperative manner and recognize that this requires a commitment of time and energy. In the event of a dispute arising from the interpretation or operation of this MOA, it will be referred to the Parties' representatives identified this MOA, to resolve the matter amicably.

19 EXECUTION

- 19.1 This MOA may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

20 ENTIRE AGREEMENT

- 20.1 This MOA, including its Appendices constitutes the entire agreement between the Parties. There are no other agreements, understandings, representations or warranties, either collateral, oral or otherwise.

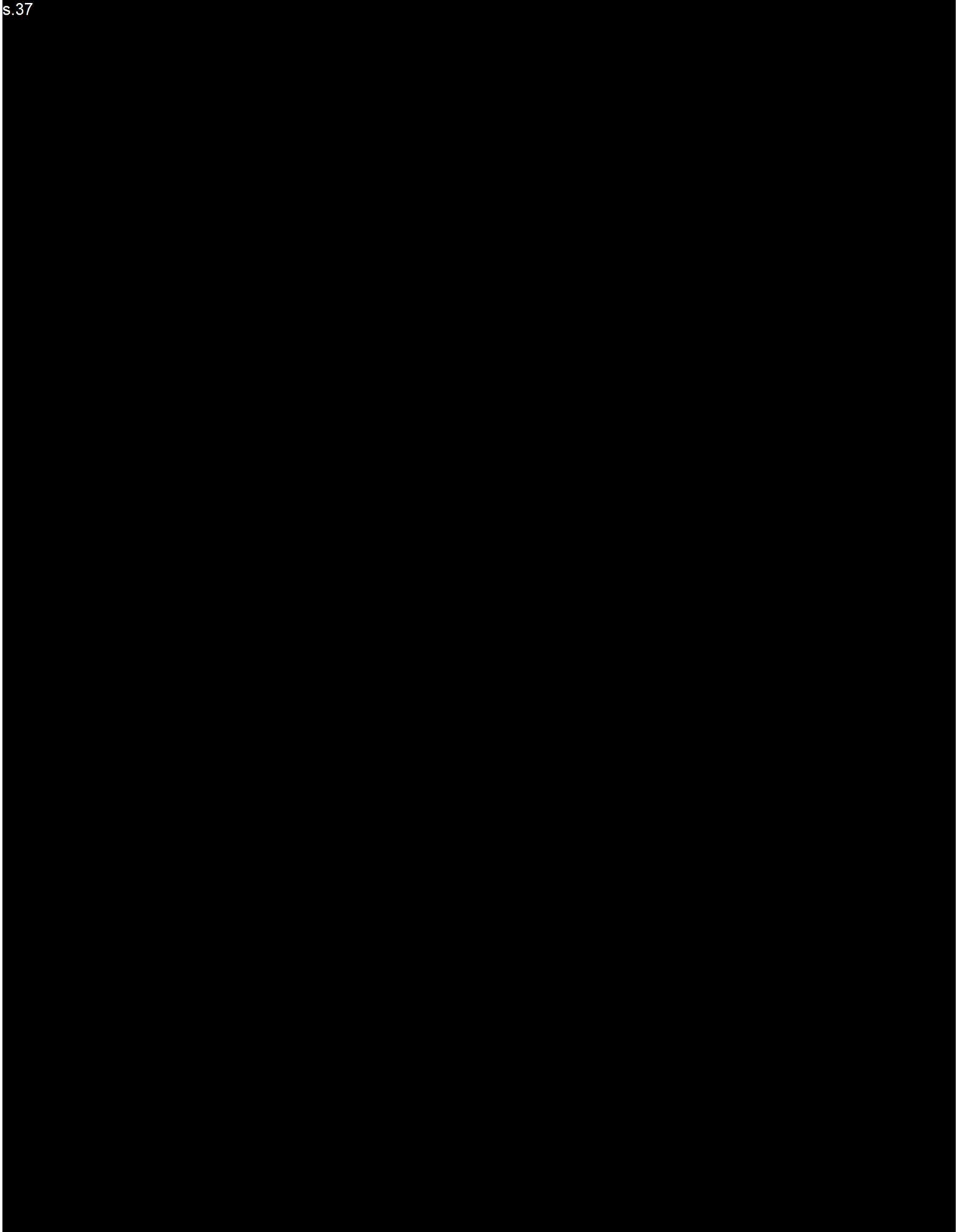
IN WITNESS WHEREOF the Parties have executed this Memorandum of Agreement.

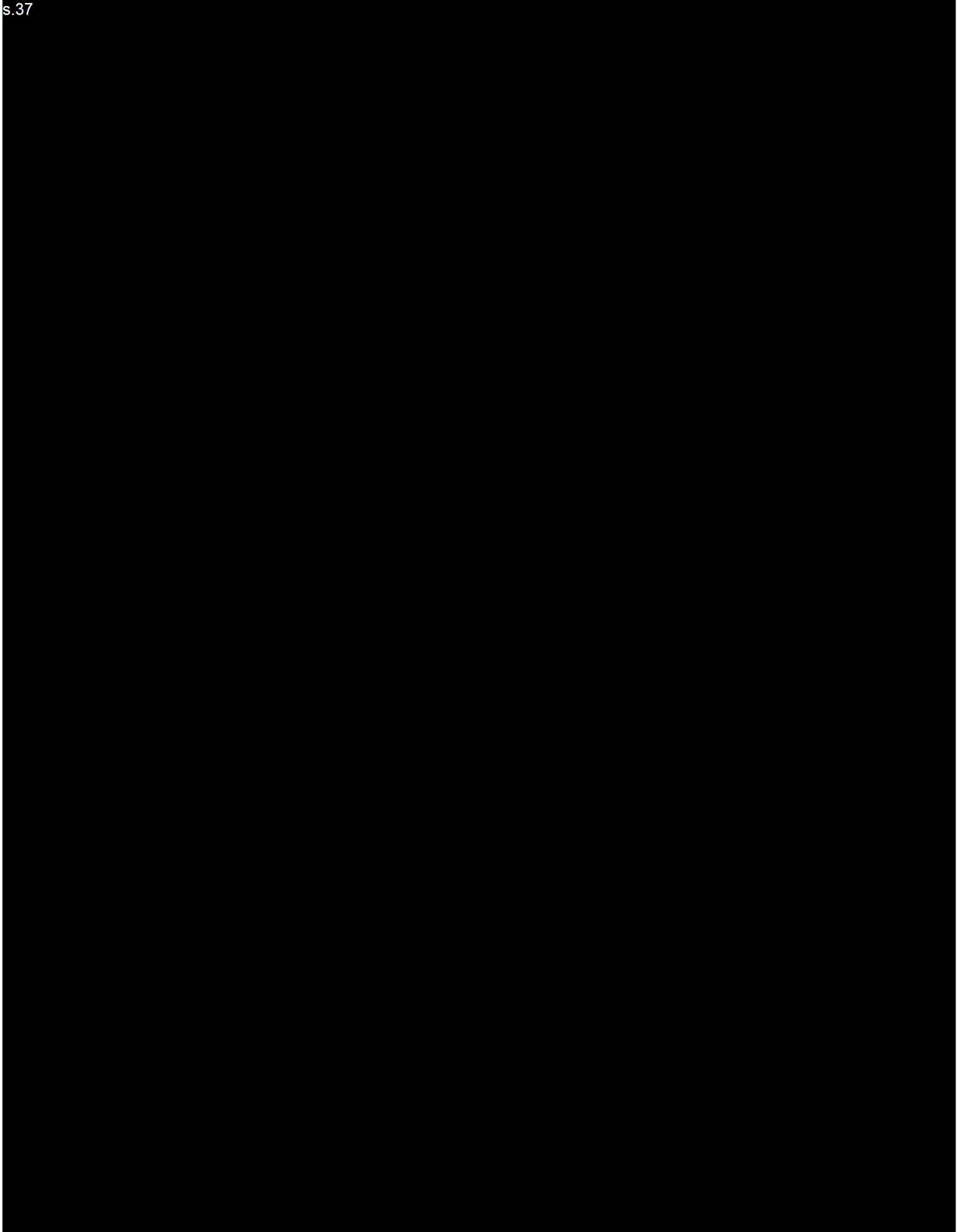
DATED AT Ottawa, Ontario this 23 day of February, 2022

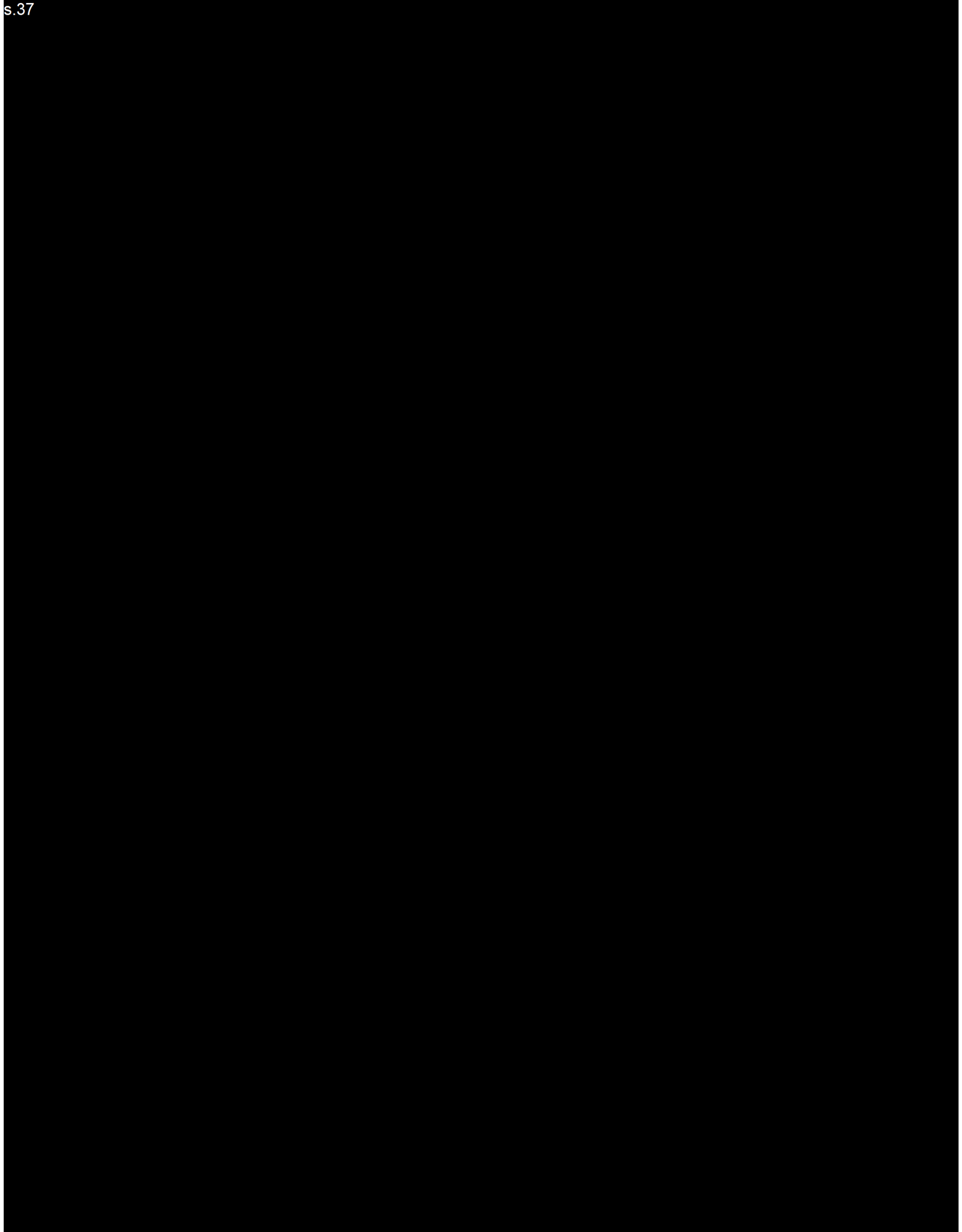
Per: 
Michael Duheme
Deputy Commissioner, Federal Policing
Royal Canadian Mounted Police

DATED AT Vancouver, British Columbia this 23 day of February 2022.

Per: 
Chief Constable Adam Palmer
On behalf of Vancouver Police Department
and Vancouver Police Board







Appendix “C”

Secondee Acknowledgment

I have read this MOA, understand it, and agree to be bound by its terms and conditions, including RCMP core values.

Name: _____

Signature: _____

Date: _____